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Attorneys for Plaintiffs
LENSCRAFTERS, INC. and EYEXAM OF
CALIFORNIA, INC.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LENSCRAFTERS, INC. and EYEXAM OF
CALIFORNIA, INC.,

Plaintiffs,

v.

LIBERTY MUTUAL FIRE INSURANCE
COMPANY; EXECUTIVE RISK SPECIALTY
INSURANCE COMPANY; UNITED STATES
FIRE INSURANCE COMPANY; MARKEL
AMERICAN INSURANCE COMPANY and
WESTCHESTER FIRE INSURANCE COMPANY,

Defendants,

Case No.: C-07-2853 SBA

**PLAINTIFF LENS CRAFTERS INC.'S
OBJECTIONS AND RESPONSES TO
DEFENDANT UNITED STATES FIRE
INSURANCE COMPANY'S
INTERROGATORIES (SET TWO)**

PROPOUNDING PARTY: Defendant United States Fire Insurance Company

RESPONDING PARTY: Plaintiff LensCrafters, Inc.

SET NO.: Two

Pursuant to Federal Rule of Civil Procedure, Rule 33, Plaintiff LensCrafters, Inc. ("LensCrafters") hereby serves the following objections and responses to the United States Fire Insurance Company's ("U.S. Fire") Interrogatories to EYEXAM (Set Two) ("Interrogatories").

GENERAL OBJECTIONS

1. LensCrafters objects to the definition of "YOU" and YOUR" as being overbroad, vague and ambiguous, and to the extent the definition encompasses documents not in the possession, custody or control of LensCrafters. LensCrafters will construe the terms "YOU" and "YOUR" to mean LensCrafters, Inc. only.

2. LensCrafters objects to these Interrogatories to the extent they seek information or documents beyond the scope of discovery contemplated by the Federal Rules.

3. LensCrafters has not yet completed its investigation of the facts related to this case and has not completed discovery in this action. LensCrafters responds to these Interrogatories on the basis of information presently known at the time of its responses, and within the limits and subject to the objections set forth herein.

4. By objecting to and/or responding to these Interrogatories, LensCrafters does not concede the relevancy or materiality of any particular Interrogatory or the subjects to which the Interrogatories refer.

5. LensCrafters has construed these Interrogatories in a manner consistent with the Federal Rules of Civil Procedure, as well as other applicable law.

6. LensCrafters objects to these Interrogatories to the extent that they seek information protected from discovery by the attorney-client privilege, the work-product doctrine, or other similar protection from production. LensCrafters will not produce any such information and inadvertent disclosure by LensCrafters of such information shall not constitute a waiver of any privilege or any other ground for objecting to discovery with respect to such information, or of LensCrafters' rights to object to the use of any such information during this litigation or otherwise.

7. LensCrafters objects to these Interrogatories to the extent they seek information that is privileged and protected from discovery pursuant to applicable privileges related to settlement and mediation. LensCrafters will not produce any such information, and inadvertent disclosure by

1 LensCrafters of such information shall not constitute a waiver of any privilege or any other ground
2 for objecting to discovery with respect to such information, or of LensCrafters' rights to object to
3 the use of any such information during this litigation or otherwise.

4 8. LensCrafters objects to these Interrogatories to the extent that they seek private
5 and/or confidential information of LensCrafters' customers, the disclosure of which would violate
6 these customers' right to privacy. LensCrafters will not produce any such information and
7 inadvertent disclosure by LensCrafters of such information shall not constitute a waiver of any
8 privilege or any other ground for objecting to discovery with respect to such information, or of
9 LensCrafters' rights to object to the use of any such information during this litigation or otherwise.

10 9. LensCrafters objects to these Interrogatories to the extent that they seek information
11 that is proprietary, commercially sensitive, trade secret, confidential, private, or otherwise protected
12 from disclosure and to the extent LensCrafters discloses such information, it will only do so subject
13 to the April 18, 2008 Stipulation and Protective Order in this action.

14 10. LensCrafters objects to these Interrogatories on the grounds that they are overly
15 broad, burdensome, oppressive, and seek information that is neither relevant nor reasonably
16 calculated to lead to the discovery of admissible evidence.

17 **RESPONSES TO INTERROGATORIES**

18 **INTERROGATORY NO. 16:**

19 State the aggregate number of CLAIM FORMS submitted by putative class members in the
20 SNOW ACTION that elected a cash payment pursuant to the terms of YOUR settlement in that
21 action.

22 **RESPONSE TO INTERROGATORY NO. 16:**

23 LensCrafters incorporates its general objections as if fully set forth herein. LensCrafters
24 objects to this request as premature, as LensCrafters has not yet obtained the final number of
25 settlement claimants. LensCrafters further objects to this request on the grounds that disclosure of
26 information related to the settlement of the SNOW ACTION before that settlement is final may
27 prejudice LensCrafters by undermining the settlement. LensCrafters further objects on the basis
28 that the request seeks confidential and proprietary information, including private and confidential

1 information regarding LensCrafters' customers, the disclosure of which may violate the customers'
2 right to privacy. LensCrafters further objects to this request on the basis that it seeks information
3 that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

4 **INTERROGATORY NO. 17:**

5 STATE ALL FACTS that support YOUR response to Interrogatory No. 16.

6 **RESPONSE TO INTERROGATORY NO. 17:**

7 LensCrafters incorporates its objections and response to Interrogatory No. 16 as though
8 fully set forth herein.

9 **INTERROGATORY NO. 18:**

10 State the aggregate number of putative class members who submitted CLAIM FORMS in
11 the SNOW ACTION electing a cash payment in settlement of that action, whose claims were based,
12 in whole or in part, on visits to YOU that occurred between January 1, 2000 and February 1, 2001.

13 **RESPONSE TO INTERROGATORY NO. 18:**

14 LensCrafters incorporates its general objections as if fully set forth herein. LensCrafters
15 objects to this request as premature, as LensCrafters has not yet obtained the final number of
16 settlement claimants. LensCrafters further objects to this request on the grounds that disclosure of
17 information related to the settlement of the SNOW ACTION before that settlement is final may
18 prejudice LensCrafters by undermining the settlement. LensCrafters further objects on the basis
19 that the request seeks confidential and proprietary information, including private and confidential
20 information regarding LensCrafters' customers, the disclosure of which may violate the customers'
21 right to privacy. LensCrafters further objects to this request on the basis that it seeks information
22 that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

23 **INTERROGATORY NO. 19:**

24 STATE ALL FACTS that support YOUR response to Interrogatory No. 18.

25 **RESPONSE TO INTERROGATORY NO. 19:**

26 LensCrafters incorporates its objections and response to Interrogatory No. 18 as though
27 fully set forth herein.

1 Dated: August 25, 2008

HELLER EHRMAN LLP

2
3 By



4 Darren S. Teshima

5 Attorneys for Plaintiffs
6 LENSRAFTERS, INC. and EYEXAM OF
7 CALIFORNIA, INC.
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